



CUSTOMER AGREEMENT

IMPORTANT

please read this information before you complete the form

1. Introduction

- 1.1. This Customer Agreement (“Agreement”) is entered by and between FTD Limited and personal and business customers. This Customer Agreement contains the terms and conditions governing your Account at FTD Limited and all Transactions in this Account with FTD Limited. In this Agreement we may refer to ourselves as “FTD Limited” , “company”, “we”, “us”, “our”, “ours” or “ourselves”, as appropriate. Similarly, you, the customer, may be referred to as “you”, “your”, “yours” or “yourself”, as appropriate.
- 1.2. All Transactions and all Agreements entered into between the Company and the Customer, shall be governed by the terms of this Customer Agreement and the terms of any additional written statements of Company’s trading regulations or Company’s additional schedules which may from time to time be set forth or amended by the Company and which shall thereupon constitute an integral term of this Customer Agreement, except to the extent (if any) that Company shall agree or notify the Customer in writing that other or additional terms apply.
- 1.3. This Customer Agreement, the Terms of Business, the Risk Disclosure Notice, the Order Execution Policy, the Data Protection and Privacy Policy, Customer Privacy Notice, the Policy on Anti-Money Laundering (AML), Combating the Financing of Terrorism (CFT) and Know-Your-Customer (KYC), as well as any other document located in the “Policies and Regulations” section of the Website of the Company as these may be amended or supplemented from time to time, constitute the entire agreement between the Company and the Customer. By entering into this Agreement, the Customer accepts and consents to the said agreements and policies.

2. General Information

- 2.1. **Information About Us.** FTD Limited is a global online trading broker, whose registered office is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands, and incorporated under the laws of the British Virgin Islands as a BVI Business Company with registration number 1944994, licensed and regulated by the BVI Financial Services Commission (FSC) under Investment Business License number SIBA/L/19/1123.
- 2.2. **Our Services.** Subject to the terms and conditions of this Customer Agreement and acceptance of your application to open an Account with us, we will maintain one or more Accounts in your name and will provide execution-only brokerage services for spot Transactions in the international over-the-counter foreign exchange markets and effect Rolling Spot Forex Transactions, Commodity and CFD Transactions and provide brokerage services for Transactions in such other products as we may, in our sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all contracts and Transactions entered into between us shall be governed by the terms of this Customer Agreement, as amended from time to time.
- 2.3. **Our Capacity.** We will deal with you as an agent, but we may also act as principal if we deem it necessary.
- 2.4. **Your Capacity.** You will enter into Transactions as principal unless otherwise agreed in writing by us.

2.5. Language of Communications. You may communicate with us in English. All FTD Limited standard documents will be available in English. If a document is translated into another language this will be for information purposes only and the English version will prevail.

2.6. Commencement. By signing the Account Opening Application Form, you confirm that you have read, understood, and agree to be bound by this Customer Agreement. This Agreement shall not be deemed commenced or become a binding contract between the Customer and FTD Limited until we have approved the signed Account Opening Application Form. The Customer Agreement will take effect and begin on the date on which the Customer receives notification from us that they have been accepted as our customer.

2.7. Withdrawal. If you are an individual acting for purposes which are outside your business, trade or profession, you have a period of 14 calendar days from acceptance of this Customer Agreement to withdraw from this Customer Agreement without penalty and without giving any reason. This right of withdrawal shall not apply following any Transaction executed under this Customer Agreement which will thereafter remain binding upon you.

2.8. Amendments. We may amend this Customer Agreement by giving written notice to you by post or email. Each amendment will become effective on the date specified in the notice. Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen. If you do not wish to accept any amendment made by us you may by notice to us close any of your open Transactions and your Account in accordance with this Customer Agreement.

2.9. Duty to You. Nothing in this Customer Agreement purports to exclude or restrict any duty or liability owed by us to you under the **Securities and Investment Business Act, 2010** or FSC Rules under which we are not permitted to exclude or restrict. If there is any conflict between this Customer Agreement and the FSC Rules, the FSC Rules will prevail.

2.10. Duties and Responsibilities. We assume no greater responsibility or fiduciary duty than that imposed by the FSC Rules or the express terms of this Customer Agreement.

3. Communication

3.1. All notices, instructions and other communications sent or given by us to you under or in connection with this Customer Agreement or any Transaction may be verbal or in writing and may be sent or given to your last known home address, place of work, telephone number (including by leaving messages on a telephone answering machine or voice mail system), e-mail address or other contact details.

3.2. The language of communication shall be English, and you will receive documents and other information from us in English.

- 3.3. All notices, instructions and other communications sent or given by you to FTD Limited under or in connection with this Customer Agreement or any Transaction must be sent or given in writing to our address specified on the cover page of this Customer Agreement (or any other address subsequently notified to you for such purpose), addressed to the attention of our Compliance Department.
- 3.4. All telephone calls with you will be recorded to record your instructions, and for training and quality purposes. In the event of any dispute, the recording or transcript of our telephone conversation may be used as evidence.
- 3.5. The customer must ensure that all information provided to us is accurate and up-to-date at all times. The customer must tell us of any changes by calling us, updating details in our Secure Website, or emailing us, as soon as practicable, and in any event within 7 (seven) days of the change. If this obligation is not fulfilled, this may impact the services that we can offer you, for example, we will continue to send messages to the registered email address of the customer which may result the customer to miss out on notifications.
- 3.6. Where notice in writing is required under this Agreement, it may be sent by email. Email is deemed to be received when it was sent provided no message of non-delivery was received by the sender.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. When the Customer enters into this Agreement and each time the Customer places an order for a Transaction, enters into a Transaction or gives any other instruction, the Customer represents and warrants to FTD Limited that:

- 4.1.1. if Customer is a natural person (Retail Customer),

- 4.1.1.1. the Customer is of sound mind and memory, over eighteen (18) years of age, not disabled and able of having legal responsibility to the full extent under the applicable laws of his residing country;
- 4.1.1.2. **performance** of this Agreement shall by no means result in breach of legal requirements applicable to the Customer, and of any other current obligations of the Customer to any third parties;
- 4.1.1.3. performance of this Agreement shall by no means result in breach of orders of any decision of the competent court or administrative authority which is binding and valid in relation to the Customer;

- 4.1.2. if the Customer is a corporate entity (legal entity):

- 4.1.2.1. the Customer is properly incorporated and legally exists under the applicable laws of its registration country;
- 4.1.2.2. performance of this Agreement shall by no means result in breach of legal requirements applicable to the Customer, and of any other current obligations of the Customer to any third parties;

- 4.1.2.3. performance of this Agreement shall by no means result in breach of orders of any decision of the competent court or administrative authority which is binding and valid in relation to the Customer;
 - 4.1.2.4. if applicable, the Customer obtained all necessary corporate approvals related to conclusion and performance of this Agreement in a proper manner, as set out in the corporate rules and procedures accepted by the Customer;
 - 4.1.2.5. in performing this Agreement any party committing any other acts related to performance of this Agreement on behalf of the Customer is duly authorized by the latter to commit such acts and has no implied (implicit) limitations.
- 4.1.3. All information and documents provided by the Customer to FTD Limited in respect of financial position, domicile or other matters is true accurate and complete and not misleading in all material respects and the Customer shall immediately notify FTD Limited of any material change thereto;
 - 4.1.4. The customer acts as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction;
 - 4.1.5. The Customer understands and accepts that he is responsible for obtaining his own advice as to his own tax position and as to the suitability of any Transaction in light of his investment objectives and experience.
- 4.2. The Customer is the full ultimate beneficial owner of all money deposited in the Account and no other person has or will have any interest in the Account. The Customer acknowledges and accepts that it cannot and will not grant any security interest in or over the Account to any third party;
 - 4.3. All funds deposited in the Account originate from lawful sources and are not the proceeds of any illegal or criminal activity under the laws of any applicable jurisdiction;
 - 4.4. The Customer is prepared and able, financially and otherwise, to assume the risk of loss inherent in trading in spot forex and CFD Transactions;
 - 4.5. The Customer has not and will not upload or transmit any Malicious Code to our Trading Platform or Website or otherwise use any electronic device, software, algorithm, and/or any dealing method or strategy that aims to manipulate any aspect of our Trading Platform or Website, including, but not limited to, the way in which we construct, provide or convey our price; and the Customer will use the Products and services offered by us pursuant to this Agreement honestly, fairly and in good faith.
 - 4.6. Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange or any bank, trust, or insurance company, and in the event that Customer becomes so employed, customer will promptly notify us, in writing, of such employment.

5. SERVICES PROVIDED

- 5.1. This Agreement covers the entire scope of services provided by FTD Limited including, but not limited to, use of the Website and downloadable material, trading services, data collection and storage, financial information published on the Website

by FTD Limited or any affiliated party, electronic content, real-time information about the prices of Contracts, tools for executing trades in Contracts, social network applications, blogs, forums, and such other services FTD Limited may, in its sole discretion, make available to its Customers (collectively, “Services”). Subject to the terms and conditions of this Agreement and acceptance of Customer’s Application to open an Account with FTD Limited, FTD Limited will maintain one or more Accounts in Customer’s name and will make available multiple electronic trading interfaces (platforms) and end-to-end systems to Customer and will provide Services to Customer in connection with the purchase and sale of non-deliverable spot foreign exchange currency contracts and Contracts for Difference (collectively, “Contracts”), and such other products and Services as FTD Limited may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between FTD Limited and Customer shall be governed by the terms of this Customer Agreement, as amended from time to time, including the FTD Limited Trading Policies and Procedures.

- 5.2.** FTD Limited has direct and/or indirect third party relationships with various liquidity providers, prime brokers, counterparties, market makers, trading principals, depositories, clearing systems and/or other intermediaries necessary in making the Services available to you (“Service Providers”). You understand and agree that FTD Limited may, without notice and in its sole discretion and as it deems appropriate, restrict your use of the Services in whole or in part and may place limits on such Services made available to you including, but not limited to, refusing to accept and/or transmit an order for its execution. You agree to use the Services only in accordance with the terms and conditions of the Agreement. You acknowledge and agree that FTD Limited is acting as an agent in the Transactions, -but FTD Limited may also act as principal if it is deemed necessary- as the case may be, that are the subject of this Agreement and, further, that FTD Limited and/or its Service Providers may deal simultaneously with other customers, parties, principals and counterparties regarding orders placed by and/or transmitted or executed for and on your behalf and that price quotes provided to you and at which Transactions are executed may vary from Customer to Customer. You understand and agree that executable prices made available by FTD Limited in spot Forex pairs, spot precious metals contracts and CFDs are not fixed and will fluctuate based on global market movement. You acknowledge that a Transaction may not be able to be executed in whole or in part or executed at a particular price or time and you expressly agree that neither FTD Limited nor our affiliates or Service Providers will have any liability with respect thereto.
- 5.3.** You further understand and agree that FTD Limited may refuse to accept an order, impose limits on your trading such as position size, number of open positions, margin requirements, leverage, trade size, and specific contracts traded. You further understand and agree that all Transactions are cash settled and that FTD Limited does not offer credit to you for any Transaction(s) without a specific written undertaking to that effect.
- 5.4.** You understand and agree that notwithstanding Retail Customer, Professional Customer and/or Eligible Counterparty account classification and standard account transactional settings for such classifications, FTD Limited may adjust, your leverage limits, liquidation levels, margin requirements and ticket (trade) sizes as mandated by its regulator (BVI Financial Services Commission “FSC”) and license conditions

and/or as it deems appropriate from time to time based on, among other factors without exclusion, your trading style, Instruments traded, account equity levels, available liquidity and market volatility. FTD Limited will make commercially reasonable efforts to notify you prior to making such adjustments; however, FTD Limited reserves the right to exercise its right to make such adjustments without prior notice when FTD Limited, in our sole judgment, deem it necessary.

6. Account Opening And Maintainance

- 6.1.** The required documentation for opening an Account may be found on FTD Limited's website: www.ftdsystem.com. You agree to inform us of any material changes in your personal information provided to us in connection with opening your Account as soon as you become aware of the changes. Should you not know whether a change is "material," you agree to contact our compliance department for clarification by sending a query to compliance@ftdsystem.com.
- 6.2.** FTD Limited may refuse to open or keep open your Account in our sole discretion, without having to give reasons, including in (but not limited to) circumstances where, in our opinion, opening and/or maintaining the Account may result in a breach of any applicable rule, regulation or law; or any information and/or documents received in connection with the account are inadequate, insufficient, incomplete, not valid or effective, or contradictory.
- 6.3.** When providing any component of the Service, as further set forth below, involving the receipt of and/or transmission of orders or otherwise providing a benefit to you, FTD Limited determines whether the Services are appropriate for you based on information you provide FTD Limited or is otherwise provided to or obtained by FTD Limited, regarding your trading/investment knowledge and experience. Should FTD Limited determine that the Services are not appropriate for you, FTD Limited will warn you (this may be done by means of the Additional Risk Disclosure Statement). In case you do not provide the requested information, or you provide insufficient information, FTD Limited will advise you that your decision will not permit us to assess whether the Services are appropriate for you and, subsequently, FTD Limited may only provide the Services if and when you submit a specific written request for the Services in the format determined by FTD Limited. If you are classified as a Professional Customer, we will assume that you have the requisite experience and knowledge to understand and appreciate the risks involved in relation to the Transactions and Instruments for which you are classified as a Professional Customer.
- 6.4.** Upon acceptance of your account application, FTD Limited will open and maintain your Account for the purpose of entering into Contracts, engaging in Transactions and providing such other Services as provided for in this Agreement.
- 6.5.** We may accept, in our discretion, to open and operate one or more sub-accounts linked to your main account if requested in the manner determined by FTD Limited from time to time. Such additional sub-accounts will be subject to and operated according to the provisions of this Agreement. In the event that you request the opening of one or more sub-accounts linked to your main account, we will require you to complete a sub-account opening form. Upon its completion and submission to us and subsequent approval by our company, your sub-account will be established and made available for

your use. We will treat each sub-account separately so your positions will not be netted across all your sub-accounts.

- 6.6.** In the event when there are fixed losses in the form of negative balance on one of your Accounts (or several of your Accounts) the Company shall unilaterally be entitled to compensate such losses at the cost of your positive balance Accounts. You acknowledge that FTD Limited may, in its sole discretion, limit the number of Accounts that you may open, hold, maintain or acquire, and accordingly close such additional Account(s) at our discretion and without further notice to you.
- 6.7.** You may fund your Account/s in accordance with this Agreement, and as explained in the Account approval notice or on FTD Limited's website.
- 6.8.** You can transfer money to the account you have opened in our company through bank accounts as well as via cryptocurrencies. Likewise, you can make withdrawals from your account via cryptocurrency. However, in order to make transactions via cryptocurrency, the digital wallet you use must belong to you and you are allowed to use a maximum of two separate digital wallets. We remind you that if we detect any inconvenience regarding the use of cryptocurrency, we will immediately report suspicious transactions to the relevant authorities and therefore we will no longer provide services to you.

7. Pricing Information

- 7.1.** FTD Limited will make available to you executable prices at which you may buy or sell Contracts. Prices quoted are subject to confirmation by us. We will exercise all due care and skill in the preparation of the on-screen price but, due to the nature and speed of movements in the Market, technological failures, communication delays, interruptions and breakdowns, lack of liquidity, extreme market volatility and other issues, the price indicated may not necessarily be the exact price available to open or close a trade. We will not be liable for any losses or costs which you may incur as a result of not being able to open or close a Trade at a particular on-screen price, unless as a result of our fraud or wilful default.
- 7.2.** We do not warrant that executable prices and liquidity will be available on a continuous basis either electronically, via the telephone or by any other means of communication.

8. TRANSMISSION, RECEIPT, EXECUTION, IMPROPER ORDERS - AGENCY RELATIONSHIP

- 8.1.** For the avoidance of doubt, when receiving and/or transmitting your order FTD Limited will be dealing as your agent, but FTD Limited may also act as principal if it is deemed necessary.
- 8.2.** You agree that FTD Limited is not liable for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the reasonable control of FTD Limited, including, without limitation, loss or damage resulting, directly or indirectly, from delays or inaccuracies in the transmission of orders and/or information due to a breakdown or fault in or failure of any transmission or communication facilities or

software interfaces and/or hardware systems. You agree that all orders, including but not limited to market orders, limit orders, stop orders, OCO orders and all other orders or instructions, transmitted and accepted by FTD Limited, are accepted and undertaken on a “best efforts basis.” You acknowledge and agree that if as a result of market conditions or other circumstances, FTD Limited and/or the Service Providers are unable to respectively transmit and/or execute your order at market or a specified level that neither we nor the Service Providers will bear any liability for failure to execute such orders. Orders placed over a weekend or holiday period when FTD Limited is closed will be executed by the Service Providers on a “best-efforts basis” when the market opens. You further understand and agree that execution may not be immediate or at the price dictated by the opening level due to imbalances in orders, market conditions, market liquidity, gaps or other circumstances. FTD Limited shall have no responsibility or liability for delays in the transmission of orders due to disruption, market conditions, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including lawyers’ fees, to any person or entity as a result thereof.

- 8.3.** FTD Limited undertakes to get the best possible result for you in all your Transactions, taking into consideration all matters relevant to and affecting execution, pursuant to the BVI FSC best execution regulations. However, if received, we will transmit your order based on your specific instructions. You acknowledge that your specific instructions may prevent FTD Limited from following the protocols designed to secure for you via the Service Providers the best execution in terms of price, fees, time of execution, execution venue, partial execution fills and other operational parameters that may affect the execution of your specific order. Your order may be aggregated with other customer orders and that may negatively affect the execution of your order. You agree that neither FTD Limited nor the Service Providers are liable for any negative affect on such order such as wire transfers for deposits/withdrawals.
- 8.4.** You agree to promptly reimburse us for any such expenses and you hereby irrevocably and unconditionally authorize us to withdraw any reimbursements payable and due to us or a Service Provider from Your Funds and to perform such acts as may be required in order to ensure such deductions or withdrawals can be effected. All such deductions will appear on your Account statement. We may, in our sole discretion and option, waive any or all of these charges from time to time.

9. MARGIN AND DEPOSIT REQUIREMENT

- 9.1.** You understand and agree that it is your responsibility to keep your Account(s) adequately margined and that FTD Limited is not required to and will not make a margin call on you if your margin approaches the liquidation level.
- 9.2.** You also understand and agree that FTD Limited has the right, but not the obligation, to liquidate all open positions in your Account if the Account is not adequately margined. FTD Limited also has the right, but not the obligation, in its sole determination, to liquidate positions beginning with the largest losing position and moving to the position with the smallest unrealized loss, in an effort to bring your remaining positions into fully margined status. Further, FTD Limited may change margin requirements and/or available leverage and liquidate all open positions when your margin is inadequate as a result of such change. Should FTD Limited make a

margin call to you as a courtesy, you agree that such a courtesy call does not constitute a waiver of FTD Limited's right to immediately liquidate all open positions in under-margined accounts or prejudice its rights in that regard or establish a course of dealing that mandates such courtesy calls will be made in the future.

- 9.3.** You understand and agree that you will monitor the margin level in your account and if you have questions regarding margin levels and how they affect your account that you will contact FTD Limited prior to trading.

10. INTELLECTUAL PROPERTY; CONFIDENTIALITY

10.1. All copyright, trademark, trade secrets and other intellectual property rights in the Trading Systems shall remain at all times the sole and exclusive property of FTD Limited and/or its third party service providers and you shall have no right or interest in the Trading Systems or the information contained therein except for the right to access and use the Trading Systems as specified herein. You acknowledge that the Trading Systems are confidential and have been developed through the expenditure of substantial skill, time, effort and money. You will protect the confidentiality of FTD Limited and/or its third party service providers by allowing access to the Trading Systems only by its employees and agents on a need to access basis. You will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the Trading Systems.

10.2. The Company shall not disseminate information related to its Customers. The Company shall also disclose information on the Customers to nobody other than its employees, agents and/or partners to the extent necessary for supporting business relations including bank and credit relations.

10.3. The Company shall reserve the vested right to disclose information on the Customers or Transactions made by them to regulatory and/or law-enforcement authorities of the British Virgin Islands (regulating jurisdiction).

10.4. Disclosure of information to authorities specified in paragraph 10.3 of this Agreement shall be performed only upon requests of the relevant authorities based on decisions of courts of the British Virgin Islands unless otherwise expressly provided for in laws of the British Virgin Islands.

11. CONFLICTS OF INTEREST

11.1. Conflicts of interest between you and us (including our directors, officers, managers, employees and any affiliates) and/or between you and other FTD Limited customers may arise from time to time in connection with the Services. These conflicts may arise from our relationships with, among others, the Service Providers or other third parties we use to provide the Services or with Introducing Brokers. For instance, various individuals may serve as directors, managers, officers or shareholders of these other companies. FTD Limited will take every commercially reasonable step to comport itself in line with applicable regulations and to prevent conflicts of interest from negatively affecting your interest. If we identify a conflict of interest with you we will undertake measures to keep any such conflict from negatively affecting your interest

and when identified, such conflicts will be disclosed to you prior to our taking any actions that would negatively affect you.

11.2. For further details, please refer to ANNEX IV of this Agreement – “Conflicts of Interest Policy” or feel free to contact our Compliance Department at compliance@ftdsystem.com

12. DATA PROTECTION AND PRIVACY

12.1. By opening an Account with us and by placing orders and entering into transactions, you acknowledge that you will be providing personal information to us within the meaning of the Data Protection Act 2021 of the British Virgin Islands. You agree and consent that we can process, collect, use, and disclose the Personal Information for the purposes and in the manner as set out in our Data Protection and Privacy Policy. By entering into this Agreement, you acknowledge that you have read and understood our Data Protection and Privacy Policy which is accessible on FTD Limited Website.

12.2. We will process as much personal data as necessary to provide the Services and as we may be obligated to or authorized to pursuant to applicable regulations, including but not limited to compliance with our licence conditions and with applicable prevention of money laundering and funding of terrorism legislation.

12.3. You agree that, in the course of providing you with the services contemplated under this Agreement, FTD Limited may need to disclose some or all of your personal data, whether sensitive or otherwise, to and be processed by persons we authorize, including employees, investment institutions, Referral Agents/ Introducing Brokers, Trading Agents and their or our duly authorized agents and affiliates wherever located (including outside the BVI).

12.4. You can request us to delete or destroy your personal data, to correct the wrong information held by us, and you can withdraw your consent for the processing of your personal information. However, we would like to remind you that in that case, we may not be able to provide the services we offer to you.

13. LIABILITY LIMITATIONS AND INDEMNIFICATION

13.1. *General Exclusion:* Neither we nor our directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, wilful default or fraud. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

13.2. *Tax implications:* Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

13.3.Changes in the market: Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is effected.

13.4.Indemnity: You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

13.5.You use the Trading Platform at your own risk and FTD Limited is not liable for any use of the Trading Platform. The Trading Platform and its content are provided “as is” and FTD Limited does not represent the functionality or suitability of the Trading Platform for Customer, or that it will be interrupted or error free.

13.6.Limitation of Liability: We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent or principal of our custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under the regulatory system (as defined in the FSC Rules), which may not be excluded or restricted thereunder.

14. JOINT ACCOUNTS AND LEGAL ENTITY ACCOUNTS

14.1.If more than one natural person enters this Customer Agreement as the Customer, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement.

14.2.If this Agreement is entered into on behalf of a corporation, limited liability company, trust, partnership, unincorporated association or other non-natural person as the Customer, you as the authorized agent and the Customer hereby agree to jointly and severally indemnify, defend, save and hold us harmless for any losses, claims, costs, damages and expenses resulting directly or indirectly from breach of any fiduciary or similar duty or alleged breach thereof.

14.3.If this Account(s) is held by more than one person, natural or non-natural, all of the joint holders are jointly and severally liable to us for any and all obligations arising out of Transactions in the Account and agree to be bound by all terms and conditions of this Agreement. You authorize us to accept Instructions without enquiry, and to send confirmations, notifications, documents and other information to any one of the joint holders. Each joint Account holder hereby further appoints the other joint holders as agent for any and all matters relating to or arising out of the joint Account, including

but not limited to the receipt of confirmations, notifications, documents and other information and hereby waives all rights to receive the same otherwise. Any one or more of the joint holders has full authority for the joint account and risk in the said joint Account, including authority to: (i) trade for the Account; (ii) receive all correspondence, notices, documents and other information in respect of the Services; (iii) receive or withdraw funds from the Account; and (iv) execute Agreements and other documents relating to the Services.

15. AMENDMENTS

15.1. Customer understands, acknowledges and agrees that FTD Limited may amend or change this Agreement at any time. FTD Limited will provide notice to Customer of any such amendment or change by posting the amendment or change to the Website or by sending an e-mail message to Customer.

15.2. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's Open Positions and instruct FTD Limited regarding the disposition of all assets in Customer's Account within ten (10) Business Days after notice of the amendment or change has been posted to the Website or has been sent to Customer by e-mail. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by FTD Limited or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

16. TERMINATION

16.1. This Agreement is effective only after acceptance by FTD Limited (at our discretion) and will remain in full force and effect until either you or FTD Limited terminates it for cause or otherwise, by providing the non-terminating party with written notice.

16.2. FTD Limited may, at our discretion, terminate the Agreement immediately without notice for cause or upon two (2) days written notice without cause. You agree to remain liable for any and all outstanding obligations, liquidated or un-liquidated, realized or unrealized after termination.

16.3. This Agreement is not subject to a minimum duration and you have the right to terminate it, without incurring any penalty, by giving us two (2) days written notice via email to compliance@ftdsystem.com. You must indicate in your notice of withdrawal that you will close all open positions. FTD Limited accepts no liability, without limitation, for your failure to close your open positions.

16.4. The termination of this Agreement will take effect on the date of the notice of termination given by either Party to the other Party, or a later date if one is specified in the notice (the "Termination Date").

16.5. Upon termination of the Agreement, you agree that we are entitled to receive all fees and other monies accrued and due up to and including the termination date. Without prejudice to any right or remedy that may be available to either of us in respect of the cause of termination, neither of us is entitled to compensation from the other solely by

reason of the termination where the Agreement is terminated by the other Party in accordance with this Agreement.

- 16.6.** Upon termination (and not later than the Termination Date), you agree to cease using the Services (as further set forth below), to destroy all your Security Access Codes and pay any and all fees, expenses and liabilities due to us up to and including the Termination Date.
- 16.7.** Upon termination, we will liquidate all open positions; cancel all pending orders and any other commitments made by or on your behalf under this Agreement; and subject to appropriate set-off, return Your Funds to you.
- 16.8.** All representations, warranties, and covenants made in or pursuant to this Agreement will survive the termination of this Agreement.
- 16.9.** For the avoidance of doubt all clauses, terms and conditions of this Agreement which are expressly said or intended to apply or have effect and/or to continue to apply or have effect after the termination of this Agreement (for any reason whatsoever) will so apply or have effect or continue to apply or have effect after Termination. All indemnifications, representations, warranties and guarantees shall continue to have effect after the agreement is terminated.

17. MISCELLANEOUS

- 17.1.** The Company has the right to suspend the Customer's Trading Account at any time for any good reason with or without written notice to the Customer.
- 17.2.** In the event that a situation arises that is not covered under the Operative Agreements, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 17.3.** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Operative Agreements or at law.
- 17.4.** Any liability of the Customer to the Company under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
- 17.5.** The rights and remedies provided to the Company under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.

17.6. If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Customer Agreement or the Terms of Business, but the enforceability of the remainder of Operative Agreements shall not be affected.

17.7. The Customer may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Customer's rights or obligations under the Operative Agreements without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

18. LAW AND JURISDICTION

18.1. This Agreement shall be interpreted and applied under the material and procedural law of the British Virgin Islands irrespective of the provisions of laws of other jurisdiction which can be involved in the course of performance of the Agreement.

18.2. The Customer irrevocably

- i) agrees that courts of the British Virgin Islands shall have the right to exclusive jurisdiction which determines any proceedings in relation to this Agreement;
- ii) submit to jurisdiction of courts of the British Virgin Islands;
- iii) waives any objection in relation to legal proceedings in any of such courts;
- iv) agrees not to file claims that such legal proceedings are held in inconvenient forum or they are invalid in relation to the Customer;
- v) Agrees that any decision of the court of the British Virgin Islands made in respect of this Agreement shall be final and binding for the Customer.

THIS IS A LEGALLY BINDING CONTRACT.

The accuracy of the statements you submit to us will be determined, and your application will be reviewed. Therefore, you acknowledge and agree that your account is not approved at the time this form is signed by you, and this agreement will become effective upon receiving notification from us that your account has been accepted.

Your signature in the Account Opening Application Form acknowledges that you have carefully read, in its entirety, and understood the Customer Agreement and its Annexes and that you agree to all of the provisions contained therein.

This Agreement warrants and certifies that the information provided by you in the Customer Account Application is correct and complete.

ANNEX 1. Terms of Business

ANNEX 2. Risk Disclosure Statement

ANNEX 3. The Order Execution Policy

ANNEX 4. The Customer Acceptance Policy

ANNEX 5. The Conflicts of Interest Policy

ANNEX 6. The Anti – Money Laundering (AML), Combating the Financing of Terrorism (CFT) and Know-Your-Customer (KYC

ANNEX 7. Data Protection and Privacy Policy ,

ANNEX 8: Customer Privacy Notice